

EXHIBIT A

FILED

2021 AUG 16 AM 11:30

GRAYS HARBOR CO.
KYM FOSTER
COUNTY CLERK

21-2-00418-14
CMP 2
Complaint
10852836



IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF GRAYS HARBOR

JJY ENTERPRISES LLC, a Washington
limited liability company,

Plaintiff,

v.

LIBERTY MUTUAL INSURANCE
COMPANY, a mutual insurance corporation,

Defendant.

NO. 21-2-418-14

COMPLAINT FOR DECLARATORY
JUDGMENT AND COMPENSATORY
DAMAGES

COMES NOW JJY Enterprises, LLC, plaintiff herein, and as claims against defendant
alleges as follows:

1. Plaintiff's Status. Plaintiff JJY Enterprises, LLC ("JJY") is a Washington limited
liability company in good standing and duly qualified to transact business in the state of
Washington having paid all fees required to do so.

2. Defendant's Status. Defendant Liberty Mutual Insurance Company ("Liberty
Mutual") is an insurance company duly qualified to transact business in the state of Washington.

3. Plaintiff JJY is, and at all relevant times has been, the lessee of a building located at
123 Heron Street, Aberdeen, Grays Harbor County, State of Washington (the "Premises"). JJY
owns and operates a business on the Premises named Scoops Ice Cream and Coffee. Liberty
Mutual issued an insurance policy, policy number BZS (20) 58-35-63-21, effective from
10/21/2019 to 10/21/2020 (the "Policy"), and JJY is the named insured on the Policy.

COMPLAINT FOR DECLARATORY RELIEF, ETC. 1

ORIGINAL

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SMYTH & MASON, PLLC
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SUITE 940
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(206) 621-7100

1 4. On the night of December 7, 2019, a fire ignited in the building adjoining the
2 Premises, located at 115 Heron Street, Aberdeen, Washington. The fire spread to the Premises
3 causing damage. During the fire department's extinguishment of the fire, substantial water
4 damage was also done to the Premises, rendering the building uninhabitable.

5
6 5. The Policy covers the losses suffered by JJY occasioned by the fire and its
7 aftermath. Included in the Policy's coverage, among other things, are repair and replacement for
8 damages to the Premises, loss or damage to the fixtures in the premises, and loss of business
9 income.

10
11 6. JJY made a timely claim against Liberty Mutual for coverage for its losses. Some
12 of the damages JJY incurred have been paid by Liberty Mutual, but not all covered losses have
13 been paid or paid in full to date.

14 7. On information and belief, the covered losses which Liberty Mutual has failed or
15 refused to cover or to cover completely consistent with the Policy are, but are not limited to, repair
16 and replacement of fixtures, business income loss, and loss of inventory, including cost of goods
17 sold.

18
19 8. JJY and/or its representatives have fastidiously provided to Liberty Mutual records
20 and other information to justify the claim of coverage JJY is entitled to receive under the Policy.

21 9. Nearly a year and a half have now passed since the date of loss. Because of Liberty
22 Mutual's bad faith, JJY's claim remains unresolved as of the date of this complaint.

23
24 Claim 1

25 10. Declaratory Relief. JJY is entitled to a declaration specifying the coverage to
26 which it is entitled under the terms of the Policy.

27 11. JJY is entitled to recover its costs and attorneys fees in bringing this declaratory
28 action.

Claim 2

12. Reallegations. JJY herein realleges the facts and claims set forth above.

13. Breach of Contract and Bad Faith. The Policy constitutes an enforceable contract between JJY and Liberty Mutual.

14. Liberty Mutual has breached its contract with JJY by failing and refusing to pay all coverage amounts to which JJY is contractually entitled, in full and in a timely manner.

15. Liberty Mutual has acted in palpable bad faith in failing and refusing to pay JJY the Policy proceeds to which it is entitled, in full and in a timely manner.

16. JJY is entitled to recover its legal costs, including reasonable attorneys fees, for making this claim.

Claim 3

17. Reallegations. JJY herein realleges the facts and claims set forth above.

18. Insurance Fair Conduct Act ("IFCA") Under RCW 48.30.010 and 48.30.015, Liberty Mutual is liable to JJY for penalties and compensatory damages for unreasonably denying or unreasonably delaying payment of JJY's claim.

19. Timely notice of the claim has been given to both Liberty Mutual and the Washington Insurance Commissioner. The statutory waiting period has expired.

20. Liberty Mutual is liable to JJY under these statutes in an amount to be proved at time of trial.

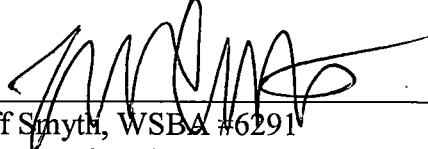
21. Under the *Olympic Steamship* doctrine and IFCA, plaintiffs are entitled to recover from defendant their reasonable attorneys fees and costs incurred in establishing coverage for their loss.

WHEREFORE, plaintiffs pray for relief as follows:

- a. A declaration of coverage under the Policy; and
- b. Penalties under RCW 48.30.015; and
- c. An award of reasonable attorneys fees and costs; and
- d. Such other and further relief as the court deems equitable in the premises

DATED this 9th day of August, 2021.

SMYTH & MASON, PLLC



Jeff Smyth, WSBA #6291
Attorney for Plaintiff

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GRAYS HARBOR CO.
KYM FOSTER
COUNTY CLERK

21-2-00418-14
SM 1
Summons
10852834



IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF GRAYS HARBOR

JYY ENTERPRISES LLC, a Washington
limited liability company,

Plaintiff,

v.

LIBERTY MUTUAL INSURANCE
COMPANY, a mutual insurance corporation,

Defendant.

NO. 21-2-418-14

SUMMONS

TO: DEFENDANT ABOVE-NAMED.

A lawsuit has been started against you in the above-entitled court by JYY Enterprises, LLC, plaintiff. Plaintiff's claims are stated in the written Complaint for Declaratory Relief and Damages, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and by serving a copy upon the person signing this Summons within twenty (20) days after service of this Summons, excluding the day of service, if you were served within the state of Washington, or within sixty (60) days after the service of this Summons, excluding the day of service, if you were served outside the state of Washington, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what plaintiff asks for because you have not responded. If you serve a notice of appearance on the person signing this Summons, you are entitled to notice before a default judgment may be entered.

SUMMONS. - 1

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SEATTLE, WASHINGTON 98101
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1 You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand must
2 be in writing and must be served upon the person signing this Summons. Within fourteen (14)
3 days after you serve the demand, the plaintiff must file this lawsuit with the court, or the service on
4 you of this Summons and Complaint will be void.
5

6 If you wish to seek the advice of an attorney in this matter, you should do so promptly so
7 that your written response, if any, may be served on time.

8 This Summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the state of
9 Washington.
10

11 DATED this 9th day of August, 2021.

12 SMYTH & MASON, PLLC

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14 Jeff Smyth, WSBA #6291
15 *Attorney for Plaintiff*
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